

**ORRICK, HERRINGTON & SUTCLIFFE LLP**

Lorraine S. McGowen, Esquire  
51 West 52nd Street  
New York, NY 10019-6142  
Telephone: (212) 506-5000  
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ATTORNEYS FOR TRANSFEROR  
ICCREA BANCA S.p.A., as Agent

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re:**

**LEHMAN BROTHERS HOLDINGS INC., et al.,**

**Debtors.**

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)  
) **Chapter 11**  
)

) **Case No. 08-13555 (JMP)**  
)

) **Jointly Administered**  
)

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR  
SECURITY PURSUANT TO FED. R. BANKR. P. 3001(e)(2)**

A CLAIM HAS BEEN FILED IN THIS CASE by ICCREA Banca S.p.A.– Istituto Centrale del Credito Cooperativo, as agent (“ICCREA” or “Transferor”) against Lehman Brothers Holdings Inc. (the “Debtor, which has been designated as claim no. 58221 (the “Claim”). Transferor hereby gives notice, pursuant to Fed. R. Bankr. P. 3001(E)(2), of the transfer, other than for security) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto held by Transferor on behalf of Banca Romagna Cooperativa, which itself was acting on behalf of one or more of its customers with respect to that certain security bearing ISIN code XS0211093041. A copy of the evidence of transfer of claim (the “Evidence of Transfer”) is attached hereto as Exhibit “A” and is incorporated herein by this reference.

**Name of Assignee:** CREDITO EMILIANO SPA, as Agent,

Name and Address Where

Notices to Assignee Should be Sent:

Via Emilia San Pietro, n.4  
42121 Reggio Emilia, Italy  
Attn: Giorgio Ferrari

**Name of Transferor:** ICCREA on behalf of Banca Romagna Cooperativa

The Transferor has waived its right, pursuant to Fed. R. Bankr. P. 3001(E)(2), to receive from the Clerk of the Court notice of the filing of the Evidence of Transfer and its right to object to such transfer within the twenty (20) day period. The Transferor has stipulated that: (i) an order may be entered recognizing the transfer of the transferred portion as an unconditional transfer; and (ii) the Assignee is the valid owner of the Transferred Portion.

Dated: New York, New York  
August 31, 2012

**ORRICK, HERRINGTON & SUTCLIFFE LLP**

By: /s/ Lorraine S. McGowen  
Lorraine S. McGowen, Esquire  
51 West 52nd Street  
New York, NY 10019-6142  
Telephone: (212) 506-5000  
Facsimile: (212) 506-5151

ATTORNEYS FOR TRANSFEROR  
ICCREA BANCA, S.p.A., as Agent



**AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM LEHMAN PROGRAM  
SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, upon the instruction of Banca Romagna Cooperativa (the "Beneficial Holder"), as agent acting on behalf of one or more of its customers, among others, hereby instructs ICCREA BANCA SPA ("Seller"), as agent on behalf of Beneficial Holder, to unconditionally and irrevocably sell, transfer and assign to CREDITO EMILIANO SPA (the "Purchaser"), acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto, in Seller's right, title and interest in and to the security identified by ISIN code XS0211093041 (the "Purchased Claim") specified as being held by Beneficial Holder in Seller's proof of claim filed on 10/30/2009, on behalf of Beneficial Holder, among others, having Claim Number 58221 (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without



limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Partial Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Partial Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Customer hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF PARTIAL TRANSFER OF CLAIM is executed this day of 29 August 2012.

ICCREA BANCA SPA

By: 

Name: Giovanni Gelsomino  
Title: Vice Chief Executive  
Via Lucrezia Romana 41/47  
00178 Roma, Italy

Attn. Pierduilio Cocuccioni  
Phone 0039 06 72075859

CREDITO EMILIANO SPA

By: 

Name: Giorgio Ferrari  
Title: Chairman of the board  
Via Emilia San Pietro, n.4  
42121 Reggio Emilia, Italy

Attn. Efsio Bertrand  
Phone 0039 0522 582601

Fax 0039 06 7207 5581  
e-mail [pcocuccioni@iccrea.bcc.it](mailto:pcocuccioni@iccrea.bcc.it)

Fax 0039 0522 583129  
e-mail [ebertrand@credem.it](mailto:ebertrand@credem.it)

BANCA ROMAGNA COOPERATIVA

By: 

Name: Piergiorgio Giuliani  
Title: Chief executive  
Via Leopoldo Lucchi, 135  
47521 Cesena (FC) Italy

Attn. Sandro Brunetti  
Phone 0039 0547 633879  
Fax 0039 0547 1950121  
e-mail [finanza@brc.bcc.it](mailto:finanza@brc.bcc.it)

Schedule 1


Transferred Claims


Purchased Claim

0,105459 % of XS0211093041 EUR = USD 7,157.47 of USD 6,786,923.65 (i.e. the outstanding amount of XS0211093041 as described in the Proof of Claim dated 30 October 2009 and filed on 30 October 2009),

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROTHERS TREAS.BV 7,5%/VAR.RATE 16.02.05/15 EUR	XS0211093041	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 5,000.00  (equivalent to USD 7,075.50)	02/16/2015	EUR 5,057.92  (equivalent to USD 7,157.47)

  
\_\_\_\_\_  
ICCREA DANCA

  
\_\_\_\_\_  
CREDITO EMILIANO SPA

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)  
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer,  
other than for security, of the claim referenced in this evidence and notice.

Credito Emiliano S.p.A.

Name of Transferee

ICCREA BANCA

Name of Transferor

Name and Address where notices to transferee  
should be sent:

Credito Emiliano S.p.A.  
Via Gandhi 2/C  
42123 Reggio Emilia  
Italy  
Attn: Stefania Catellani  
E-mail: scatellani@credem.it

Court Claim #: 58221  
Amount of Claim: \$ 190,423,075.43  
Partial amount o Claim transferred:\$ 7,157.47  
Date Claim Filed: 10/30/2009

Phone: 0039 0522 582464  
Last Four Digits of Acct #: N/A

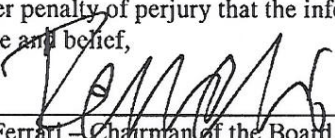
Phone: 0039 06 72075859  
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments  
should be sent (if different from above):

Phone:  
Last Four Digits of Acct #: N/A

[Inserire riferimenti bancari del cessionario]


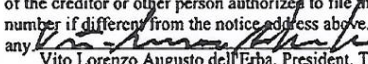
I declare under penalty of perjury that the information provided in this notice is true and correct to the best of  
my knowledge and belief,

By:   
Giorgio Ferrari - Chairman of the Board  
Transferee/Transferee's Agent

Date: 29 August 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment foe up to 5 years, or both 18  
U.S.C. §1152 & 3571.



United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000058221	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		 THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  ICCREA Banca S.p.A. Via Lucrezia Romana 41/47, 00178 Roma (Italy) Attn: c.a. Legal Department Avv. Claudio Calascibetta		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (if known)  Filed on: _____	
Telephone number: +39 06 72075225 Email Address: ccalascibetta@iccrea.bcc.it		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above)  Telephone number: _____ Email Address: _____			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ In excess of \$190,423,075.43 (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): See attached Annex A (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See attached Annex A (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: See attached Annex A (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED OCT 30 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 10/30/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim, and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Vito Lorenzo Augusto dell'Erba, President, Tel: +39 06 72075231		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			